

This Instrument Prepared By:
INSOUTH -- Millington
[7696 Highway 51 North]
[Millington, TN 38053]
[Acct#3765678360]
[Barry L. Reeves and Linda D. Reeves]

5/01/07 11:01:35
BK 2,707 PG 502
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

The maximum principal indebtedness for Tennessee recording tax purposes under this instrument is \$-0-. This does not increase principal indebtedness. Prior taxes paid under Deed of Trust described below.

MODIFICATION AND EXTENSION AGREEMENT

(Real Estate)

This Modification and Extension Agreement ("Agreement") is made and entered into as of the 26th day of April 2007 by and between INSOUTH Bank (hereinafter "Bank"), Barry L. Reeves and Linda D. Reeves (hereinafter "Borrower").

RECITALS:

A. Bank has made a loan to Borrower (the "Loan") evidenced by a Promissory Note dated December 28, 1998 in the original principal amount of \$405,000.00 executed by Borrower and made payable to the order of Bank. The Note has been modified from time to time, the most recent modification is evidenced by that certain Modification and Extension Agreement dated February 7, 2007 in the amount of \$353,008.95, recorded in Record Book 2659, Page 603 in the Chancery Clerk Office of Desoto County, Mississippi.

The Note is secured by a Deed of Trust (the "Deed of Trust") dated December 28, 1998 recorded in the Chancery Clerk's Office of Desoto County Mississippi under Book 1075, Pages 352-355 (The Note and the Deed of Trust together with any loan agreements, security agreements, deeds of trust or other documents or instruments which evidence the Loan or the security for the Loan are herein collectively referred to as the "Loan Documents").

C. Borrower has requested that Bank extend the maturity of the Loan or otherwise modify the terms of the Loan in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Acknowledgment of Debt: Borrower acknowledges that as of April 26, 2007, the following amounts are due and owing under the Note:

Principal	\$	353,008.95	Interest	\$	4,896.18
Prepaid Fees	\$	-	Late Charges	\$	-
Financed Fees	\$	-			

2. Modification to Terms. The note is hereby modified as of March 27, 2007, in the following respects:

(a) Loan Extension: Extend maturity date from March 27, 2007 to June 27, 2007.

(b) Interest Rate: Modify interest rate from 6.75% fixed to 7.58% fixed.

All other terms and conditions shall remain the same as stated in the Original Promissory Note dated December 28, 1998 and any subsequent modifications and extensions.

3. Reaffirmation of Obligations. Any provisions of the Note, the Deed of Trust or the other Loan Documents which are inconsistent with the provisions of this Agreement are hereby modified and amended to conform herewith, and as so modified and amended, each and all of said instruments and documents are hereby ratified, approved and confirmed in all respects by Borrower. Any references in the Deed of Trust to the Note shall mean and refer to the Note as Modified hereby.

4. Representations and Warranties. As an inducement to Bank to enter into this Agreement, Borrower does hereby ratify, represent and warrant to Bank that: (a) any and all representations and warranties made by Borrower in the Loan Documents are true, correct and complete in all material respects as of the date of this Agreement; (b) Bank holds a valid and perfected security interest or lien upon the collateral, if any, described in the Loan Documents and unless otherwise specified in the Loan Documents such security interests or liens are first priority liens; (c) there are no existing offsets, defenses or counter-claims to the obligations of Borrower or any guarantor under the Note, the Deed of Trust or the other Loan Documents; and (d) the Note, the Deed of Trust and the other Loan Documents represent the valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

5. No Release of Borrower or any Guarantor. Borrower acknowledges and agrees that Borrower shall remain fully liable under the Note, the Deed of Trust and the other Loan Documents and that nothing contained herein shall in any manner release or discharge Borrower or any guarantor or surety from any obligations under the Loan Documents. Bank may, but shall not be obligated to, enter into future modifications or amendments to the Loan Documents without any consent or approval by any guarantor and without any notice to any guarantor and without affecting the liability of Borrower or any such guarantor. If required by Bank, Borrower shall obtain and deliver to Bank the written consent of any guarantor, surety or endorser of the Note, and if such consent is required, Bank's agreement to extend or modify the Note shall not be effective until such consent is obtained.

6. Miscellaneous. Borrower shall execute and deliver to Bank financing statements, continuation statements or such other documents as Bank shall deem necessary or appropriate to perfect or protect the liens or security interests granted or intended to be granted to Bank. This agreement shall be governed and construed in accordance with the laws of the State of Tennessee. This agreement and the agreements referred to herein set forth the entire Agreement of the parties with respect to the subject matter hereof. This agreements may be modified or amended only in writing signed by each of the parties hereto. This agreement and the agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, except that Borrower shall not have the right to assign or transfer any of its rights under any Loan Document without the prior written consent of Bank. Nothing contained herein shall be deemed to release or otherwise discharge Borrower, any security for the Loan or any guarantor of all or any part of the Loan. The lien of the Deed of Trust is hereby extended and shall remain in full force and effect and unimpaired for a period of ten (10) years from the date of the maturity of the Note, as extended hereby. A full release of the Deed of Trust shall operate to release this instrument.

7. Verification and Disclosure of Information.

(a) Borrower authorizes Bank to verify with third parties and to make any investigation of Borrower's credit, either directly or through any agency engaged by Bank for such purpose. Non-public information furnished by Borrower or otherwise obtained by Bank shall be treated in accordance with Bank's privacy policies, as adopted from time to time, and applicable law.

(b) Borrower authorizes Bank, at Bank's option, to disclose, information concerning Borrower or Bank's transactions with Borrower (other than transactions primarily for personal, family or household purposes, or transactions which are otherwise classified as "consumer" transactions under applicable law): (i) to any other person or entity obligated, directly or indirectly, for the repayment of the loan or related obligations; (ii) where deemed necessary to comply with or preserve rights under any statute, ordinance or regulation; (iii) where deemed necessary to comply with or preserve rights under any contract to which Borrower or any person serving as a surety, guarantor, or the like, is a party (including, but not limited to, disclosures in connection with the exercise of any remedy under the loan documents and disclosures to potential purchaser of collateral or information related to such collateral); or (iv) as otherwise permitted or required under the Tennessee Financial Records Privacy Act (the "Act") or other applicable state or federal law.

(c) The disclosures authorized under subparagraph (b) above may exceed those expressly permitted by the Act without the prior authorization of Borrower. Nothing contained herein shall require Borrower to authorize disclosures not expressly permitted by the Act as a condition to Borrower's transacting business with Bank. Borrower may, at Borrower's option, by written notice delivered to Bank, elect to limit or restrict the disclosure of financial records pursuant to subparagraph (b) above to those disclosures expressly permitted by the Act.

IN WITNESS WHEREOF, the parties have executed (or caused to be executed) this Agreement as of the day and year first above written.

BANK:

INSOUTH -- Millington
7696 Highway 51 North
Millington, TN 38053

BORROWER:

Barry L. Reeves and Linda D. Reeves
849 Rutland Drive
Southaven, MS 38671-9590

By: Ervin Blaylock
Ervin Blaylock #3
Its: Vice President

By: Barry L. Reeves
Barry L. Reeves
Its: Individually
By: Linda D. Reeves
Linda D. Reeves
Its: Individually

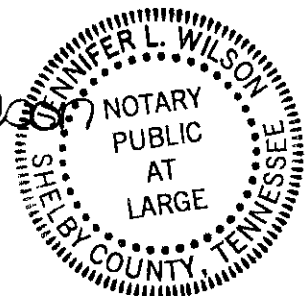
STATE OF TENNESSEE
COUNTY OF Shelby

Before me, a Notary Public of the state and county aforesaid, personally appeared Ervin Blaylock with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the Vice President of INSOUTH Bank, the within named bargainer, a corporation, and that he/she as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as its Vice President.

Witness my hand at office, this 26 day of April 2007.

Jennifer L. Wilson

My Commission Expires April 29, 2008



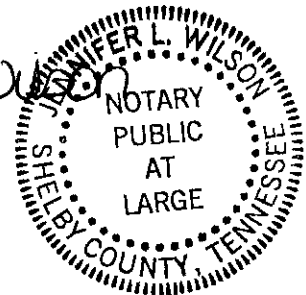
STATE OF TENNESSEE
COUNTY OF Shelby

Before me, a Notary Public of the state and county aforesaid, personally appeared Barry L. & Linda D. Reeves with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Borrowers of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand at office, this 26 day of April 2007.

Jennifer L. Wilson
Notary Public

My Commission Expires April 29, 2008



STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public of the state and county aforesaid, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand at office, this _____ day of _____.

Notary Public

My Commission Expires: _____

DEPARTMENT OF HOMELAND SECURITY - FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATIONSee the attached
instructionsO.M.B. No. 1660-0040
Expires October 31, 2008

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS:		2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal description may be attached):	
FIS Acct #: 100-0080-568 Address: INSOUTH BANK 6141 WALNUT GROVE RD MEMPHIS, TN 38120 Phone: (901) 747-5548 Fax: (901) 747-5559 Loan Officer/Processor: ERVIN BLAYLOCK Delivery Method: FDR-COM - WEB		Borrower: REEVES, BARRY Determination Address: 910 GOODMAN RD E SOUTHAVEN, MS 38671 DESOTO COUNTY APN/Tax ID: Lot: _____ Block: _____ Phase: _____ Subdivision: _____ Section: _____ Township: _____ Range: _____ Requested Address: 910 GOODMAN RD SOUTHAVEN, MS 38671-	
3. LENDER I.D. NUMBER:	4. LOAN IDENTIFIER:	5. AMOUNT OF FLOOD INSURANCE REQUIRED (optional):	
22020	3765678360		

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION				
1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number	
SOUTHAVEN, CITY OF	DESOTO COUNTY	MS	280331	
B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING / MOBILE HOME				
1. NFIP Map Number or Community-Panel Number (Community Name, if not the same as "A")	2. NFIP Map Panel Effective / Revised Date	3. LOMA / LOMR	4. Flood Zone	5. No NFIP Map
28033C0041E	June 19, 1997	Yes _____ Date _____	CX	
C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)				
1. <input checked="" type="checkbox"/> Federal flood insurance is available (community participates in NFIP). <input checked="" type="checkbox"/> Regular Program <input type="checkbox"/> Emergency Program of NFIP 2. <input type="checkbox"/> Federal flood insurance is not available because community is not participating in the NFIP. 3. <input type="checkbox"/> Building / Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal flood insurance may not be available. CBRA/OPA designation date: _____				

D. DETERMINATION

IS BUILDING / MOBILE HOME IN A SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? If yes, flood insurance is required by the Flood Disaster Protection Act of 1973. If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
E. COMMENTS (Optional)	HMDA Information	Compliance Quick Check	
REFINANCE REFINANCE	State: 28 County: 033 MSA: MSA/MD: 32820 CT: 0705.10 BNA:	Is Flood Insurance Required? NO Is NFIP Insurance Available? YES	
LIFE OF LOAN DETERMINATION			

This flood determination is provided solely for the use and benefit of the entity named in Section 1, Box 1 in order to comply with the 1994 Reform Act and may not be used or relied upon by any other entity or individual for any purpose, including, but not limited to deciding whether to purchase a property or determining the value of a property.

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building / mobile home on the NFIP map.

F. PREPARER'S INFORMATION (If other than Lender):

NAME, ADDRESS, TELEPHONE NUMBER:

FIS»
FLOOD SERVICES
A DIVISION OF FIDELITY NATIONAL INFORMATION SERVICES™
FIS Flood Services
1521 N Cooper St
Fourth Floor
Arlington, TX 76011-5942
Phone: 1.800.833.6347
Fax: 1.800.662.6347

FIS ORDER NUMBER:

203-5295-246

DATE OF DETERMINATION:

April 24, 2007

Loan Number: 3765678360
Order Number: 203-5295-246
Determination Date: 04/24/2007

NOTICE IS GIVEN TO: REEVES,BARRY

The Flood Disaster Protection Act of 1973, as amended, requires that Federally regulated lending institutions shall not make, increase, extend, or renew any loan secured by improved real estate, or a mobile home located or to be located, in an area that has been identified by the Director of the Federal Emergency Management Agency (FEMA) as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, through the National Flood Insurance Program (NFIP), unless the building or mobile home and any personal property securing such loan is covered for the term of the loan by flood insurance in an amount at least equal to the outstanding principal balance of the loan or the maximum limit of coverage made available under the Act with respect to the particular type of property, whichever is less.

NOTICE TO BORROWER ABOUT SPECIAL FLOOD HAZARD AREA STATUS☐ **Notice of Property in Special Flood Hazard Area (SFHA)**

The building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards. The area has been identified by the Director of FEMA as an SFHA using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map for the following community: SOUTHHAVEN, CITY OF.

This area has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a SFHA is 26 percent (26%). Federal law allows a lender and borrower jointly to request the Director of FEMA to review the determination of whether the property securing the loan is located in an SFHA. If you would like to make such a request, please contact us for further information.

☒ **Notice of Property Not in Special Flood Hazard Area (SFHA)**

The building or mobile home described in the attached instrument is not currently located in an area designated by the Director of FEMA as a SFHA. NFIP flood insurance is not required, but may be available. If, during the term of this loan, the subject property is identified as being in a SFHA, as designated by FEMA, you may be required to purchase and maintain flood insurance at your expense.

NOTICE TO BORROWER ABOUT FEDERAL FLOOD DISASTER ASSISTANCE☒ **Notice in Participating Communities**

The community in which the property securing the loan is located participates in the NFIP. The Flood Disaster Protection Act of 1973, as amended, mandates federally insured or regulated lenders to require the purchase of flood insurance on all buildings being financed that are located in SFHAs of communities participating in the NFIP. The flood insurance must be maintained for the term of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance at your expense.

* Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance also may be available from private insurers that do not participate in the NFIP.

* At a minimum, flood insurance purchased must cover the lesser of:

- (1) the outstanding principal balance of the loan; or
- (2) the maximum amount of coverage allowed for the type of property under the NFIP.

Flood insurance coverage under the NFIP is limited to the overall value of the property securing the loan minus the value of the land on which the property is located.

* Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.

☐ **Notice in Nonparticipating Communities**

Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is located does not participate in the NFIP. In addition, if the nonparticipating community has been identified for at least one year as containing an SFHA, properties located in the community will not be eligible for Federal disaster relief assistance in the event of a Federally-declared flood disaster.

Borrower's Signature / Date

Co-Borrower's Signature / Date

INSOUTH BANK

Lending Institution

Lending Institution Authorized Signature / Date